



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPR, OPB, MNR, MNSD, FF

Introduction

This hearing concerns the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / retention of the security deposit and pet damage deposit / and recovery of the filing fee. The landlord's agent (the "landlord") attended and gave affirmed testimony. Neither tenant appeared.

The landlord testified that the application for dispute resolution and notice of hearing (the "hearing package") was served on each tenant by way of registered mail. Evidence submitted by the landlord includes the Canada Post tracking numbers for the registered mail. Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenants have been served in accordance with sections 89 and 90 of the Act which speak, respectively, to **Special rules for certain documents** and **When documents are considered to have been received**.

The landlord testified that as the tenants have now vacated the unit, the application for an order of possession is withdrawn.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on July 01, 2013. Monthly rent of \$750.00 is due and payable in advance on the first day of each month. A security deposit of \$375.00 and a pet damage deposit of \$375.00 were collected.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated April 09, 2015. The notice was served by way of posting to the unit door on that same date. A copy of

the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is April 19, 2015. Subsequently, the tenants made no further payment toward rent and they vacated the unit on May 31, 2015 without providing a forwarding address.

Analysis

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the tenants were served with a 10 day notice to end tenancy for unpaid rent dated April 09, 2015. The tenants did not pay any portion of overdue rent before vacating the unit on May 31, 2015. As to compensation, I find that the landlord has established a claim of **\$1,550.00**:

\$750.00: *unpaid rent for April 2015*

\$750.00: *unpaid rent for May 2015*

\$50.00: *filing fee*

I order that the landlord retain the security deposit and the pet damage deposit in the combined total amount of **\$750.00** (\$375.00 + \$375.00), and I grant the landlord a **monetary order** for the balance owed of **\$800.00** (\$1,550.00 - \$750.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$800.00**. This order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 08, 2015

Residential Tenancy Branch

